



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, शुक्रवार, 22 जूलाई, 2005/31 अषाढ़, 1927

हिमाचल प्रदेश सरकार

HIMACHAL PRADESH HOUSING AND URBAN DEVELOPMENT AUTHORITY
NIGAM VIHAR, SHIMLA-2

NOTIFICATION

Shimla-171002, the 30th June, 2005

No. HIMUDA-10-1/Regulations-Admn.—In exercise of the powers conferred by section 51 of the Himachal Pradesh Housing and Urban Development Authority Act, 2004 (Act No. 9 of 2004), the Himachal Pradesh Housing and Urban Development Authority, with the prior approval of the Government of Himachal Pradesh, conveyed *vide* their Memo No. HSG-1A(3)-3/2004, dated 21-2-2005, hereby makes the following regulations, namely:—

1. *Short title and commencement.*—(1) These regulations may be called the Himachal Pradesh Housing and Urban Development Authority (Allotment, Sale of Houses, Flats and Plots) Regulations, 2004.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. *Definitions.*—In these regulations, unless the context otherwise requires,—
- (a) “**Act**” means the Himachal Pradesh Housing and Urban Development Authority Act, 2004 (Act No. 9 of 2004).
 - (b) “**allottee**” means a person to whom a house or plot under any scheme ^{named} under the Act is allotted by way of sale or otherwise;
 - (c) “**Authority**” means the Himachal Pradesh Housing and Urban Development Authority established under section 3 of the Act ;
 - (d) “**Allotment Committee**” means a Committee constituted by the Authority under section 12 of the Act for the allotment of houses/plots flats under these regulations;
 - (e) “**allotment letter**” means a letter in such a form as may be specified by the Authority from time to time, making allotment of a particular house or plot to an applicant ;
 - (f) “**applicant**” means a person who applies to the Authority for allotment of houses or plots under these regulations and also includes his legal representative and authorized agent;
 - (g) “**application**” means an application made to the Authority in such form as may be specified by the Authority from time to time, for the allotment of houses or plots;
 - (h) “**Bonafied Himachali**” means a person who has been residing in Himachal Pradesh for last 15 years, whether owning property or not ;
 - (i) “**Costing Committee**” means the committee appointed by the Authority under section 12 of the Act to determine the cost of the house or plot, as the case may be;
 - (j) “**Development of plot**” means to provide road, path, drainage, sewerage, external water supply and electrification ;
 - (k) “**deposit**” means the initial amount payable by an applicant alongwith his application for securing a house or plot which shall be non-interest bearing;
 - (l) “**document charges**” in relation to a document or documents made in pursuance of these regulations means all charges such as stamp charges, registration charges, printing charges, plan charges etc.;
 - (m) “**Estate Manager**” means an officer of the Authority appointed as such under section 11 of the Act, and includes any other person authorized by him in writing to act on his behalf;
 - (n) “**family**” means a wife and minor children ;
 - (o) “**economically weaker section**” means a person whose monthly family income from all sources does not exceed two thousand one hundred rupees per month or as may be fixed by Authority from time to time ;
 - (p) “**Hirer**” means a person who has participated in the hire purchase system and who has signed the Hire Purchase Tenancy Agreement;

- (q) "Hire-Purchase" or "Higher Purchase System" means a system in which a participant takes steps to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly instalments specified over a specified number of year during which he remains a tenant on terms and conditions set for the purpose and on the expiry of the number of said years ceases to be tenant and becomes owner after payment of all dues and execution of conveyance deed ;
- (r) "house" means a house constructed by the Authority under any of the scheme and includes a flat or apartment for residential use;
- (s) "income" in relation to an applicant or allottee means the total income regularly derived by him and his family members from his occupation, trade, business or employment on any calling or source, constituting normal means of livelihood ;
- (t) "initial instalment" means such amount of the sale-price of a house or plot as the Authority had determined or may determine and which an allottee is required to pay to the Authority before occupying such house or plot with regard to the cost of a house constructed or plot developed under any scheme of the Authority;
- (u) "monthly income" means total family income per annum divided by twelve ;
- (v) "municipal area" means the territorial areas of the Municipal Corporation or Municipal Council or Nagar Panchayat constituted under section 3 of the Himachal Pradesh Municipal Act, 1994;
- (w) "Obnoxious trades" shall be deemed to be carried on any site or in a building (erected on a site allotted by the Authority) if the site or the building is used for any of the following purposes:—
 - (i) melting tallow, dressing raw hides, boiling bones, offal or blood ;
 - (ii) as a soap house, oil boiling house, dying house or tannery ;
 - (iii) as a brick field, brick kiln, charcoal-kiln, pottery or lime kiln or for stone crushing ;
 - (iv) as any manufactory, engine-house, store-house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise ;
 - (v) as a yard or depot for trade unslaked lime, hay, straw, that ching grass, wood, charcoal or coal or other dangerously inflammable material ; and
 - (vi) as a store-house for any explosive, or for petroleum or any inflammable oil or spirit ;
- (x) "Partially Self Financing Scheme" means a scheme in which the allottee has to pay 50% of the sale price before taking possession and balance amount is payable with interest in 12 quarterly instalments in accordance with the terms and conditions as may be determined by the Authority, from time to time ;
- (y) "Plot" means a piece of land developed for residential, industrial, commercial or school/hospital purposes by the Authority under any of its scheme ;
- (z) "Premium" means the amount paid or promised to be paid for the transfer of a right to enjoy land on lease-hold basis under these regulations ;
- (aa) "price" means the amount paid or promised to be paid for the transfer of immovable property on free-hold basis ;

- (bb) "sale price" in relation to a house or plot means the price at which the Authority may sell the house or plot to an allottee by sale or otherwise, the amount being fixed for each case on the basis approved by the Authority from time to time;
- (cc) "Self Financing Scheme" means a scheme in which the allottee has to pay full cost of unit before taking possession ;
- (dd) "scheme" means a housing and development scheme framed by the Authority ;
- (ee) "State Government or Government" means the Government of Himachal Pradesh ; and
- (ff) "tentative price" or "tentative premium" means such price/premium as may be determined by the Authority in terms of regulations 4 for disposal by allotment in which the cost of land included is based on the compensation awarded by the Collector under the Land Acquisition Act 1894, but does not include any enhancement that may be awarded by the court on a reference made under section 18 of Land Acquisition Act, 1894.

Explanation.—For the purpose of this regulation the expression "the Court" means the court as defined in clause (d) of section 3 of the Land Acquisition Act, 1894 and where an appeal is filed, the "appellate Court".

3. *Mode of disposal.*—Subject to any direction issued by the State Government under sub-section (1) of section 33 of the act,—

- (a) the Authority may dispose of any land belonging to it in developed or an undeveloped form ;
- (b) the Authority may dispose of any land or building of the Authority by way of sale or lease or exchange or by the creation of any easement right or privilege or otherwise;
- (c) the Authority may dispose of its land or building by way of sale or lease either by allotment or by auction, which may be by open bid or by inviting tenders.

4. *Fixation of tentative price/premium.*—The tentative price/premium for the disposal of land or building by the Authority shall be such as may be determined by the Costing Committee taking into consideration the cost of land estimated cost of development, cost of buildings and other direct and indirect charges, as may be determined by the Costing Committee from time to time.

5. *Sale or lease of house or plot by auction.*—(1) In the case of sale or lease by auction, the price/premium to be charged shall be such reserve price/premium as may be determined taking it into consideration the various factors as indicated in regulation 4 or any higher amount determined as a result of bidding in open auction.

(2) Ten percent of the highest bid shall be paid on the spot by the highest bidder in cash or by means of a demand draft payable to the Chief Executive Officer and drawn on any scheduled bank situated at Shimla. The successful bidder shall be issued allotment letter by registered post and another fifteen percent of the bid accepted shall be payable by the successful bidder, in the manner indicated, within thirty days of the date of allotment letter conveying acceptance of the bid by the Chief Executive Officer, failing which the ten percent amount

already deposited shall stand forfeited to the Authority and the successful bidder shall have no claim to the house or plot auctioned.

(3) The payment of balance of the price/premium shall be made, in the manner as may be communicated, either in lumpsum or in three annual equal instalments, as may be decided by the Authority from time to time. The amount of first instalment shall be payable within one year from the date of allotment and the subsequent instalments shall similarly accrue every year on the due date, as the case may be.

(4) Each instalment shall be recoverable together with interest on the balance price premium, at the rate as may be decided by the Authority at the time of allotment. The interest shall, however accrue immediately after the expiry of 30 days from the date of allotment. No interest shall be payable if the whole of the balance price/premium is paid in full, within thirty days from the issue of allotment letter of the offer of possession. If at any time the allottee opts to make the balance payment in full, he shall be entitled to do so and interest shall be charged on the balance amount only for the period from the date the last instalment was due to the date he makes full payment.

(5) The general terms and conditions of auction shall be such as may be framed by the Chief Executive Officer from time to time and announced to the public before auction on the spot.

6. *Allotment of Residential houses or plots.*—(1) As soon as houses or plots are ready for occupation or the plots are ready for sale under any scheme, the Authority may, subject to the provisions of these regulations allot these houses or plots to the persons in accordance with the provisions of these regulations.

(2) The allotment of a residential house or plot to a person shall be made on Hire-Purchase-Basis till the full cost of the house or plot is recovered from the allottee alongwith interest. After the expiry of Hire-Purchase period and hirer making all the payments due from him, the hirer shall execute a conveyance deed with the Authority and thereafter he shall become the owner of the demised house or plot subject to such stipulation as may be specified in the conveyance deed:

Provided that the allottee shall be required to pay the cost of trees, if any, standing on the plot, the price of which shall be assessed by the Forest Department on the date of conveyance deed as per prevailing market conditions. The trees shall not be cut without getting prior permission of the competent authority as may be empowered by the Government for this purpose.

(3) In case any allottee does not want to pay for the price of trees these shall remain the property of the Authority and a condition to this effect shall be included in the conveyance deed.

(4) The condition regarding charging the cost of trees shall also be applicable in the case of commercial and industrial plots in respect of which lease deeds are executed. A register shall be maintained in order to keep a proper account of trees and their sale and felling etc.

7. *Fixation of Price.*—The sale price of houses or plots shall be determined by the Authority or by the Costing Committee of the Authority as may be constituted by the Authority under section 12 of the Act.

8. *Issue of notice for inviting applications and power of Authority to allot houses or plots.*—
(1) The Authority shall issue a public notice in such newspapers having wide circulation in the area as it may think fit or inviting applications for allotment of houses or plots offered under any scheme before such date as may be specified in the notice.

(2) The notice shall specify the location of the houses or plots, their tentative costs, details of approximate accommodation, area available for allotment and the class of persons to whom houses or plots under any scheme are reserved and the payment Schedule ;

(3) Every applicant shall deposit the earnest money in the office of the Authority and shall enclose with his application the receipt obtained in token of such deposit. The earnest money shall be refunded to the applicant at any time without interest and after deduction of administrative charges if he requests in writing for the refund. If he is allotted house or plot, the earnest money shall be adjustable against cost.

(4) Where the houses or plots are reserved for any class of persons the procedure to be followed for allotment of such houses or plots to the persons, shall be such as the Authority may determine from time to time in respect of particular scheme.

(5) The houses or plots under the economically weaker section scheme may preferably be allotted to the persons who are bona fide residents of Himachal and working within the limits of the local authority where the houses or plots are located, provided they do not own any house or plot in their own name within the limits of the local authority.

(6) The houses or plots under various schemes shall be allotted to the persons registered with the Authority under regulation 11.

(7) The Authority shall reserve five percent of houses or plots for being sold or leased to persons belonging to the economically weaker sections of the society on the following terms and conditions,—

(a) he or his spouse or minor child shall not own a free hold or lease hold or on hire-purchase basis a residential plot or a residential house in any municipal area of the State of Himachal Pradesh or under a housing scheme of Authority or a Local Authority.

(b) he is not less than eighteen years of age on the date on which applications are invited for such allotment.

(c) his family income from all sources shall not exceed two thousand and one hundred rupees per month or the income as may be fixed by the Authority from time to time ; and

(d) he shall not sell the house or plot, sold or leased under these regulations, as the case may be, to any person within a period of fifteen years from the date of allotment.

(8) The allotment of houses or plots shall be done by drawing of lots, except in case of commercial plots or shops-cum-flats and industrial plots where allotment shall be made by open auction or sealed bids or otherwise:

Provided that in case there is not adequate demand through open auction or bids, fresh applications shall be invited and allotment may be made by draw of lots on reserve price.

(9) If it is found that the number of applications received is less than the number of houses or plots available for allotment, the houses or plots may be allotted even to those persons who are otherwise not eligible for allotment.

(10) The recovery-schedule of the cost of houses or plots shall be given under regulation 8. However, in certain cases relating to houses or plots, where it is considered that the recovery schedule has become hard or the amount of monthly instalment is higher as compared to the monthly income of the allottee, the Estate Manager may increase the number of monthly instalments upto 50% of the normal number of monthly instalments of a particular category.

9. Reservation of houses or flats.—The Authority may reserve any house or plot to any category of persons, as it may deem fit, subject to the conditions that total reservation of houses or plots, as the case may be, under these regulations, shall not exceed fifty percent.

10. Applications for houses or Plots.—(1) Any person desiring to purchase a house or plot by way of sale or otherwise may, in pursuance of the notice published under regulation 8 make an application to the Authority in the form as may be specified by the Authority. The application shall be accompanied by earnest money, names of persons who may be staying with him, the total income of the applicant per month and the permanent and correspondence address where the applicant and the members of his family are residing.

(2) No application under sub-regulation (1) shall be accepted by the Authority unless,—

- (i) it is received on or before the date specified in the notice or the date extended from time to time ;
- (ii) the applicant has furnished the information referred to in sub-regulation (1) ; and
- (iii) paid the earnest-money as provided in the notice published under regulation 8.

(3) The applicants shall not be entitled to any interest on the amount of earnestmoney.

(4) Separate applications shall be submitted by the applicants for the allotment of each house or plot, as the case may be.

(5) The Authority shall have the right to reject any or all applications for the allotment of house or plot without assigning any reasons or modify or drop the scheme. However, the deposits of the applicant shall be refunded to him immediately.

11. Register of applications.—On acceptance of an application under regulation 10, the Authority shall enter each application in the register maintained for the purpose, in the order in which each application is accepted and the applicant shall be issued registration number.

12. Drawing of lots for the purpose of allotment.—(1) An application together with its accompaniments and the register in which such applications are entered shall, as soon as possible after last date for receipt of applications, be forwarded to the Estate Manager.

(2) If the number of applications are more than the number of houses or plots to be allotted, the Estate Manager shall, in the presence of the members of the Allotment Committee, proceed to draw the lots in the manner as specified by the Authority from time to time or in accordance with the terms and conditions decided by the Authority. The number of lots to be drawn shall be more than 25% of number of houses or plots for the allotment of which such applications have been invited in order to keep some names on the waiting list.

(3) After the lots are so drawn, the Estate-Manager shall prepare a list of successful applicants in serial number in which the lots are drawn in their favour and he shall also prepare a list of applicants whose names appeared in the lots so drawn.

(4) If the number of applications are less than the number of houses or plots available for allotment, the Estate-Manager may allot the houses or plots to all such applicants. For the purpose of allotment of remaining houses or plots fresh applications shall thereafter be invited in accordance with the provisions of these regulations :

Provided that, the applicant shall be given option to exercise his choice to opt for a particular house or plot or block or floor or flat on payment of an amount as may be specified, on the terms and conditions of a particular scheme, by the Authority.

13. *Allotment after drawing of lots.*—(1) Subject to the provisions of these regulations, the Estate Manager shall examine the applications together with their accompaniments of successful applicants and shall, unless there are reasons to act otherwise (such reason being recorded in writing), allot houses or plots to applicants in the order in which their names are entered in the register maintained under regulation 6 of these regulations.

(2) The decision of the Estate-Manager in allotting houses or plots shall, subject to an appeal to the Chairman, filed within thirty days from the date of allotment be final and binding on the applicants.

14. *Power of Authority to allot house or plot.*—Notwithstanding anything contained in these regulations, the Authority may of its own or in accordance with directions of the State Government, allot any house or plot to any person who agrees in writing to abide by the terms and conditions of allotment under the provisions of these regulations :

Provided that the Authority at its own level shall not allot more than 5% of the houses or plots in various groups under these regulations. Only one house or plot shall be allotted to one person in a family and that two on his furnishing an affidavit to the effect that he does not have any house or plot at the place where he has been given allotment:

Provided further that any house or plot allotted under this regulation shall not be sold within a period of five years from the date of allotment.

15. *Allotment letter, conditions of allotment etc.*—(1) After the allotment of houses or plots are finalized, the Estate-Manager shall issue an allotment letter informing the allottee that it is proposed to allot him the house or plot on the terms and conditions specified in the order and asking him to call at the concerned office of the Authority and take delivery of the authority letter and to take over possession of house or plot within the period specified in the allotment letter.

(2) On receipt of an allotment letter, the allottee may accept the allotment of house or plot and shall execute a hire purchase tenancy agreement or lease deed or conveyance deed, as the case may be, as required by the Authority within a period of 30 or 45 days, as the case may be, from the date of allotment, after which only the authority letter to take over possession shall be issued by the Estate- Manager or by an officer authorized by him to do so. The allottee shall comply within the terms and conditions of such agreement. In case the allottee fails to take over the possession within the specified period he shall be liable to pay such watch and ward charges as are fixed by the Authority from time to time.

(3) Notwithstanding anything contained in the notice inviting applications, if after receipt of final bills for the construction of houses or development of plots or on payment of interest on the amounts of loans taken for the construction of such houses or for the development of plots or for expenditure incurred for supervision, the Authority considers it necessary to revise the sale price already specified in the notice, it may do so and determine the final price payable on allotment and all the allottees in relation to the houses or plots aforesaid shall be bound by such determination and they shall pay difference, if any, between the final price so determined and the price paid by them:

Provided that the price of any house or plot shall not be charged to the disadvantage of an allottee after the execution of the agreement except in the case of,—

(a) a recovery of enhanced cost of land awarded by any competent Court of Law at any subsequent stage; and

(b) a recovery of any amount awarded by any Arbitrator or any Court of Law arising out of any dispute between the Authority and contractors or allottees etc:

Provided that the amount to be recovered under clauses (a) and (b) above, from the allottee's, shall be determined by the Chief Executive Officer and same shall be binding on the allottee.

(4) After the allotment of houses or plots is finally accepted, the Estate Manager shall prepare an allotment register and enter therein the names of the allottees according to the number of the houses or plots allotted to them.

16. Transfer of allotment.—(a) Residential house or plot:—

- (i) No transfer of registration shall be allowed before draw of lots. The allotment made to an applicant may be transferred within his blood relations subject to the approval of Chief Executive Officer and on payment of such administrative charges as may be fixed from time to time by the Authority. The blood relation shall mean wife or husband, as the case may be, father, mother and brother, sister, son and daughter both married and unmarried.
- (ii) The Chief Executive Officer may allow transfer of allotment by an allottee to another person other than the blood relations on payment of such administrative charges as may be fixed, from time to time, by the Authority.
- (iii) The Chief Executive Officer may allow transfer of the tenancy within tenancy period as specified in the Hire Purchase Tenancy Agreement on payment of such charges as may be fixed by the Authority, from time to time.

(b) *Commercial building or plots.*—The Chief Executive Officer may allow transfer of lease hold rights to another person on such terms and conditions as may be specified in lease agreement, and

(c) *Industrial plots.*—Chief Executive Officer may allow transfer of lease hold rights on such charges and terms and conditions as may be specified in the scheme and lease agreement.

17. Commencement period of lease.—The lease shall commence from the date of allotment or auction, as the case may be, and shall be for a period of 99 years. The lease may be renewed for such further period and on such terms and conditions as the Authority may decide.

18. Payment of ground rent.—In the case of disposal of house or plot on lease hold basis, in addition to the premium, in respect of land, the lessee shall pay ground rent as under:—

- (i) Annual ground rent shall be 2-1/2% of the premium for the first 33 years which may be enhanced by the Authority to 3-1/4% of the premium for the next 33 years and to 5% of the premium for the remaining period of lease:

Provided that in the case of lease of land/building for industrial, educational and charitable purposes, the authority may fix a lower rate of ground rent:

Provided further that in the case of disposal of building, ground rent shall be charged on the cost of undeveloped land alone and for purposes of calculating the cost of undeveloped land the cost of construction on super-structure and development thereon shall be reduced from the tentative premium of building determined under regulation 4 and sub-regulation (1) of regulation 5, as the case may be. The decision of the Chief Executive Officer shall, however, be final in this behalf.

(ii) Ground rent shall be payable annually on the due date without any demand from the Estate Manager:

Provided that Chief Executive Officer may for good and sufficient reasons extend the time for payment of ground rent on payment of interest on such rate as may be decided by the Authority from the due date upto the date of actual payment.

19. *Surrender of plot by the allottee or lessee.*—If an allottee or lessee is unable to raise construction on the plot disposed of to him due to certain compelling circumstances the Chief Executive Officer may allow to surrender the plot at his discretion, subject to the policy guidelines laid down by the Authority from time to time. In the case of acceptance of surrender, the interest amount recovered from the allottee or lessee shall not in any case be refunded.

20. *Transfer of rights in the house or plot by the allottee or lessee.*—The allottee or lessee, shall not transfer his right in the house or plot except with the permission of the Chief Executive Officer. The Chief Executive Officer while granting such permission may impose such conditions as may be specified by him from time to time.

21. *Use of house or plot.*—The allottee or lessee shall not use the house or plot for a purpose other than that for which it has been disposed of to him.

22. *Time within which building is to be erected.*—The allottee or lessee in the case of industrial plots shall complete the building within a period of as may be specified by the Authority from the date of offer of possession in accordance with the bye-laws regulating the erection of building. Issue of letter intimating the completion of development of plot.

23. *Fragmentation.*—No fragmentation of any house or plot shall be permitted.

24. *Prohibition of obnoxious trade.*—No obnoxious trade shall be carried out in or on any house or plot.

25. *Conveyance or lease deed.*—(1) On payment of full amount of the tentative price of House or plot, the allottee shall execute conveyance or lease deed in the forms as may be specified by the Authority.

26. *Payment of documental charges.*—The allottee or lessee, as the case may be, shall bear and pay all expenses or documental charges in respect of execution of deed of conveyance or lease, including the stamp duty and registration fee payable therefor.

27. *Maintenance charges.*—Till such time, common portion of services/lines are handed over to the Municipal Council or any other local authority, the allottee or lessee shall pay every year service charges for the maintenance of common portion and common services to discharge such functions on the basis of actual expenditure. The Chief Executive Officer shall determine the amount of such charges, and his decision in this behalf shall be final and binding. The maintenance charges shall be payable to the concerned Sub-Divisional Office or Divisional Office or as the case may be, within the specified period in case maintenance charges are not paid within stipulated period the allottee or lessee shall be liable to pay penal interest at the rate as may be fixed from time to time by the Authority.

28. *General liability of allottee.*—(1) Every allottee shall regularly pay to the Authority the instalments due from him in respect of the sale price of the house or plot allotted or sold to him as per payment schedule given in the allotment letter.

(2) The allottee or hirer under the hire-purchase shall hold the house or plot as a tenant for the hire-purchase period and shall regularly pay the monthly or quarterly or half yearly instalments till the hire-purchase tenancy period :

~~Provided~~ that on receipt of an application from the allottee, the Authority may permit the payment of the hire-purchase price outstanding to the date of such application together with interest or other dues, if any, to be made in lump-sum and no interest shall be charged from the date of such payment.

(3) The allottee shall make full and regular payment of all the dues that are required to be made by him in pursuance of an agreement executed under these regulations. If any such payment is delayed, he shall be liable to pay penal interest at the rate as may be fixed by the Authority in case of defaults of more than three months the allotment shall be liable to be cancelled and the allottee shall be evicted from the premises. All the outstanding dues of the Authority shall be recoverable as arrears of land revenue :

Provided that in case of eviction on cancellation of allotment, the amount already deposited by the allottee shall be utilized for recovering all the dues, whatsoever, of the Authority the first charge and all the dues of the public bodies as the second charge and only the remainder shall be refunded to the allottee on his demand.

(4) On the payment of the requisite amount as have been demanded by the Authority, the allottee shall execute an agreement as may be specified by the Authority.

(5) Notwithstanding that the right, title and interest of the Authority in the House or plot have not been transferred to the allottee, he shall be bound to keep the house or plot in a good condition as it was at the time when he was first put in possession thereof subject only to changes caused by reasonable wear and tear of irresistible force, and shall be responsible to maintain and keep in good and tenantable repair the house and all the land appurtenant thereto or the plot, as the case may be. On the failure of the allottee to do so, the Authority shall maintain and keep in good tenantable repair the house or plot aforesaid and the expenses so incurred shall be recovered from the allottee.

(6) Every allottee shall so long as the house or plot belongs to the Authority and is not transferred to him, allow an Officer, duly authorized by the Authority, at all reasonable time to enter upon the house or plot allotted to him and inspect the condition there of and give or leave notice of any defect in such condition, and when such defect has been caused by any act or default on the part of the allottee, shall be bound to make it good within one month after such notice has been given.

Explanation.—“reasonable time” shall mean any time between sunrise and sunset.

(7) The allottee may use the house or plot allotted to him as a person of ordinary prudence but shall not use nor permit any other person to use the house or plot for a purpose, other than that for which it is allotted to him, and he shall not damage the house or plot or commit any other act which is destructive or injurious so long as the house or plot belongs to the Authority and is not permanently transferred to him.

29. *Use and maintenance of house or plot.*—(1) No allottee shall sublet the whole or any part of the house or plot without obtaining the prior written permission of the Estate Manager.

(2) No allottee shall have more than one cooking arrangement in the house.

(3) The allottee shall keep a receptacle within house for collection of refuse, waste papers, sweeping kitchen and food waste, scrub-articles and the like and every person shall put such waste material in such receptacle and nowhere else.

(4) The contents of such receptacle shall be removed every day without fail on the way to the place reserved for the purpose.

(5) Sanitary facilities like bath-room and latrine shall be used in such a way as not to cause choking of any sort by rags, waste paper, sweepings and the like.

(6) No refuse or dustbin shall be kept outside the house in the corridor or passage.

(7) Open space of common portion shall not be used as urinals.

(8) No part of the house or the common portions and of the street shall be littered with any waste material and entire surroundings shall be kept in clean, neat and tidy condition.

(9) No portion of the house shall be used for keeping or storing or dumping any dangerous combustible or obnoxious articles.

(10) No animal or poultry shall be kept in any part of the house.

(11) No water-pipe or its fittings shall be affected ; no electric line and its fixtures shall be tampered with ; no drainage or its specials shall be damaged and no installation of any kind whatsoever shall be tampered with.

(12) No misuse of the property shall be made or permitted to be made, such as occupying corridors, common passages, staircases, staircase landings, approaches and the like.

(13) Every person bringing a vehicle in the premises, shall see that no obstruction in the free movement of the residence is caused.

(14) The terms and conditions will be followed generally, but the Himachal Pradesh Housing and Urban Development Authority reserves right to alter any of them in its absolute discretion, if any, when considered necessary.

(15) All the open spaces, parks, parking, or tot-lots, public amenities, shopping centres etc. as approved in the layout plan shall be the property of the Authority and the Authority reserves the rights to use such spaces for any other purpose at its discretion as and when required. The Authority shall only provide basic services like roads, water supply, sewerage and electricity etc. in the unit and shall not be responsible for providing other amenities mentioned in the layout plan which are for the purpose of land use only.

(16) The allottees shall be bound to form society of the House Owners for maintenance and upkeep of the common areas and facilities. It shall be binding upon a allottee to become a member of the said society.

(17) The allottee is required to construct the house within the stipulated period as may be specified in the terms and conditions of the scheme.

*Explanation.—*For the purpose of this sub-regulation the expression "house" shall also include a dwelling unit consisting of a room, kitchen, bathroom and latrine.

(18) The plan of the building to be constructed on the plot shall be approved by the Himachal Pradesh Housing and Urban Development Authority strictly as per zoning plan

of the colony. The cost of the common wall i.e. boundary wall/partly wall (which appears common in the zoning plan) shall be shared equally by both the allottees. In case of any dispute, the decision of the Chief Executive Officer shall be final and binding on both the parties. But still if difference persists the parties shall seek redressal from Court of Law at their own cost and Authority shall have nothing to do. The building plan shall be examined on receipt of requisite fee as prescribed by the Authority from time to time.

(19) The building so constructed on the plot shall not be used for a purpose other than that for which the unit has been allotted. Use of premises for guest-house shall be considered as breach of terms and conditions.

(20) If any damages are caused to the unit, after handing over possession to the allottee, due to natural calamity or for any reasons not attributable to the Authority, the Authority shall not be responsible for the same and it shall be the responsibility of the allottee to repair the damages at his risk and cost.

(21) The breach of any of the regulation shall make allotment liable to be cancelled and after the payment of cost and execution of conveyance deed the Authority shall within its right to take legal action for remedy of the breach including claiming damages.

(22) Necessary permission to mortgage the unit within any financial institution can be accorded after completion of all the codal formalities as required.

30. *Disputes.*—All disputes shall be subject to the jurisdiction of Courts within Himachal Pradesh.

31. *Power of relaxation.*—The Authority may relax any of the provisions of these regulations, with the prior permission of the State Government except in so far as such relaxation is not inconsistent with the provisions of the Act.

32. *Repeal and savings.*—(1) The Himachal Pradesh Housing Board Allotment, Management and Sale of Houses/Plots Regulations, 1973 are hereby repealed :

Provided that anything done or any action taken under of the regulations so repealed shall be deemed to have been done or taken under the corresponding provisions of these regulations.

By order,

Sd/-
Chief Executive Officer-cum-Member
Secretary of the HIMUPA Shimla.

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला-५ द्वारा मुद्रित तथा प्रकाशित